

September 15, 2013

Honorable Martin Glenn

One Bowling Green

New York, New York 10004

Courtroom: 501

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attn: Gary S. Lee, Esq., Norman S. Rosenbaum, Esq., and Jordan A Wishnew, Esq.

Kramer Levin Naftalis & Frankel LLP

1117 Avenue of the Americas

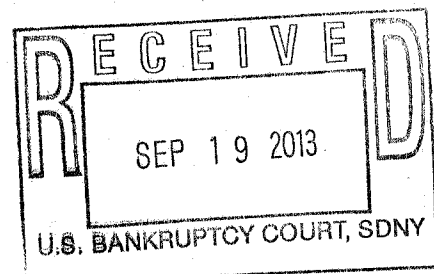
New York, New York 10036

Attn: Kenneth H. Eckstein, Esq. and Douglas H. Mannal, Esq.

Dear Bankruptcy Court and Representing Attorneys:

I am responding to a letter sent to me regarding a "Notice of Hearing on Debtors' Thirtieth Omnibus Objection To Claims (No Liability Borrower Claims-Books and Records). I respectfully object to be disallowed/expunged and submit my objection as outlined in the letter, fifth paragraph instructions.

1. Bankruptcy Court: United States Bankruptcy Court of Southern District of New York
2. Names of Debtors: Residential Capital, LLC, et. al.
3. Case Number: 12-12020 (MG)



4. Title of Objection: Object to "proposed claim to be disallowed and expunged on the basis of liability not reflected in the debtor's book and records" as stated in the letter. (See attachment-1-copy of letter of sent). **Constantino and Sybil Acevedo WANT to be reflected in the debtor's books and records as listed under GMAC's list of mortgage holders at the time of filing bankruptcy under Residential Capital, LLC, et.al.**
5. Name of Claimant: Constantino and Sybil Acevedo
6. Description of the basis for the amount of the claim: The amount is for \$197,839.61-a single resident home mortgage in Fontana, CA.
7. Concise statement setting forth in the objection: Constantino and Sybil Acevedo object to being disallowed and expunged because we were mortgage holders when GMAC filed for bankruptcy. If GMAC has sought financial relief and is being excused of its financial responsibilities under the bankruptcy protection laws, as GMAC's co-mortgagees, we also seek the same relief and ask that our mortgage under GMAC for \$197,839.61 be included in the list of the debtor's books and records to be paid and/or our mortgage under GMAC absolved or relieved along with GMAC's debts.
8. All documentation necessary for objection: See attachment #2 (mortgage monthly statement) proving we were mortgagees of GMAC and our loan number for the record. This number should be recorded on the books and records of the debtor, as it was assigned to us by GMAC.
9. Address to which Debtors must return and reply to your response:

Constantino and Sybil Acevedo

15587 Carrera Drive

Fontana, CA 92337

10. Person of contact for Constantino and Sybil Acevedo: Sybil Acevedo / 909.278.2953

Thank you for your time

Sybil Acevedo

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from METROPOLITAN HOME MORTGAGE, INC. to ALLY BANK, 1100 VIRGINIA DRIVE, FORT WASHINGTON, PA 19034 effective MAY 1, 2011

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. In this case, all necessary information is combined in this one notice.

Your present servicer is METROPOLITAN HOME MORTGAGE, INC.
If you have any questions relating to the transfer of servicing from your present servicer call (800) 319-6001 between 8:30 a.m. and 5:00 p.m. on the following days: MONDAY - FRIDAY
This is a ☒ toll-free or ☐ collect call number.

Your new servicer will be GMAC MORTGAGE, LLC

The business address for your new servicer is: P.O. BOX 4622, WATERLOO, IOWA 50704-4622

The ☒ toll-free or ☐ collect call telephone number of your new servicer is (800) 766-4622
If you have any questions relating to the transfer of servicing to your new servicer call CUSTOMER SERVICE between 8:00 a.m. at (800) 766-4622 and 5:00 p.m. on the following days: MONDAY - FRIDAY

The date that your present servicer will stop accepting payments from you is MAY 1, 2011
The date that your new servicer will start accepting payments from you is MAY 1, 2011
Send all payments due on or after that date to your new servicer.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

GMAC MORTGAGE, LLC
P.O. BOX 4622, WATERLOO, IOWA 50704-4622

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

BORROWER ACKNOWLEDGMENT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our loan signature(s) below.

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

Name: Sybil Annette Romano Acevedo
Constantino Acevedo
Account Number: [REDACTED]
Home Phone #: [REDACTED]

PROPERTY ADDRESS

15587 CARRERA DRIVE
FONTANA CA 92337

GMAC Mortgage

Visit us at www.gmacmortgage.com for
account information or to apply on-line.

02/11/10 11:00 3 0012843 29121005 L JORR0005 GMREG 1 02 DOM L JORR00000 146316 GM



SYBIL ANNETTE ROMANO ACEVEDO
CONSTANTINO ACEVEDO
15587 CARRERA DRIVE
FONTANA CA 92337-0954



For information about your existing account,
please call: 1-800-766-4622.

For information about refinancing or obtaining
a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 0603014941
Statement Date October 04, 2012
Maturity Date April 01, 2041
Interest Rate 3.50000
Interest Paid Year-to-Date \$5,823.89
Taxes Paid Year-to-Date \$1,754.68
Escrow Balance \$2,685.31
Principal Balance(PB)* \$197,839.61

Details of Amount Due/Paid

Principal and Interest \$914.96
Subsidy/Buydown \$0.00
Escrow \$483.42
Amount Past Due \$0.00
Outstanding Late Charges \$0.00
Other \$0.00
Total Amount Due \$1,398.38
Account Due Date November 01, 2012

For Customer Care inquiries call: 1-800-766-4622
For Insurance inquiries call: 1-800-256-9962
For Payment Arrangements call: 1-800-850-4622

#1732 38
\$1398

Account Activity Since Last Statement

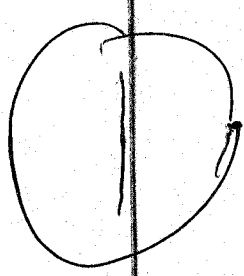
Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Payment	10/01/12	10/04/12	\$1,398.38	\$336.95	\$578.01	\$483.42			
Mortgage Ins Paid	09/01/12	10/03/12	\$147.03			\$147.03			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Considering a refinance or the purchase of a new home? We're here to help - call a loan specialist today at 877-528-3817 to review all of the financing options available to you.

See Reverse Side For Important Information And State Specific Disclosures



If you do NOT oppose the expungement, and/or disallowance of your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, then you do NOT need to file a written response to the Objection and you do NOT need to appear at the hearing.

If you DO oppose the expungement, and/or disallowance of your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, then you MUST file with the Bankruptcy Court and serve on the parties listed below a written response to the Objection that is received on or before **4:00 p.m. Prevailing Eastern Time on September 30, 2013 (the "Response Deadline")**.

Your response, if any, must contain at a minimum the following: (i) a caption setting forth the name of the Bankruptcy Court, the names of the Debtors, the case number and the title of the Objection to which the response is directed; (ii) the name of the claimant and description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed, and/or expunged for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Objection; (iv) all documentation or other evidence of the claim, to the extent not included with the proof of claim previously filed with the Bankruptcy Court, upon which you will rely in opposing the Objection; (v) the address(es) to which the Debtors must return any reply to your response, if different from that presented in the proof of claim; and (vi) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

The Bankruptcy Court will consider a response only if the response is timely filed, served, and received. A response will be deemed timely filed, served, and received only if the original response is actually received on or before the Response Deadline by (i) the chambers of the Honorable Martin Glenn, One Bowling Green, New York, New York 10004, Courtroom 501; (ii) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Gary S. Lee, Esq., Norman S. Rosenbaum, Esq. and Jordan A. Wishnew, Esq., attorneys for the Debtors; and (iii) Kramer Levin Nafalis & Frankel LLP, 1117 Avenue of the Americas, New York, NY 10036, Attn: Kenneth H. Eckstein, Esq. and Douglas H. Mammal, Esq., attorneys for the Official Committee of Unsecured Creditors appointed in these cases.